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28 **UNITED STATES DISTRICT COURT**

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO, *et al.*, v. DONALD J. TRUMP, in his official capacity as President of the United States, *et al.*, Defendants.

SAN FRANCISCO DIVISION

22 AMERICAN FEDERATION OF
23 GOVERNMENT EMPLOYEES, AFL-CIO, *et al.*,

24 Plaintiffs,

25 v.

26 DONALD J. TRUMP, in his official capacity as
27 President of the United States, *et al.*,

28 Defendants.

Case No. 3:25-cv-03070-JD

DECLARATION OF CHRISTINA RADZAI

1 **DECLARATION OF CHRISTINA RADZAI**

2 I, Christina Radzai, declare as follows:

3 1. I am over 18 years of age and competent to give this declaration. This declaration
4 is based on my personal knowledge, information, and belief.

5 2. I am the Chief Steward of Local 2021 of the National Federation of Federal
6 Employees (“NFFE”). NFFE is a national labor organization and unincorporated membership
7 organization. Local 2021 is headquartered in North Chili, New York.

8 3. NFFE Local 2021 represents approximately 112 employees working at the
9 APHIS Animal Care within the Department of Agriculture. We encompass two areas within
10 that division: A) Animal Welfare Operations, which does animal welfare inspections at
11 facilities that use animals for commercial purposes, such as breeders, zoos and research
12 facilities; and B) Horse Protection, which looks for signs of soring (applying painful
13 substances to horses to exaggerate their gait). These activities have no relation to national
14 security.

15 4. NFFE Local 2021 represents approximately nine employees in the State of
16 California, approximately half of whom pay dues and four of which are employed in the San
17 Francisco/San Jose area.

18 5. NFFE Local 2021 has filed grievances over Agency misapplication of return to
19 work, overtime, and back pay. The local has also conducted impact and implementation
20 bargaining (e.g. bird regulations and lateral transfers).

21 6. NFFE represents our federal sector members through negotiating collective
22 bargaining agreements and assisting employees with enforcing them. We assert contractual
23 and statutory rights on behalf of our federal sector members by filing grievances, unfair labor
24

practice charges, or other complaints through our negotiated grievance procedure or with various federal agencies, including the Merit Systems Protection Board, the Office of Special Counsel, and the Federal Labor Relations Authority. NFFE files litigation on employees' behalf in the courts. We also advocate on Capitol Hill and in the media on issues of importance to federal workers and to veterans.

7. NFFE's operations, including our Local's, are solely funded by members who almost exclusively pay dues through Agency dues withholding. NFFE Local 2021 will be financially harmed if the Executive Order is implemented because it will immediately lose dues revenue from members who are covered by the Executive Order. NFFE Local 2021 currently does not have a mechanism to maintain membership of union members who leave federal service.

8. NFFE's and our Local's ability to carry out its mission will be severely curtailed if union members do not pay dues to NFFE through Agency dues withholding. For example, NFFE would not have the ability to maintain its current staff, who help with training union leaders, assisting with grievances, negotiating collective bargaining agreements, advocating for employees on Capitol Hill, and filing litigation on behalf of the employees we represent.

9. NFFE members pay dues voluntarily as federal employees.

10. We have heard from members who are concerned about NFFE losing strength and bargaining power because of the threat of diminished membership and smaller bargaining units. The Executive Order stands to reduce NFFE's size and capacity, thereby curbing our abilities to advocate for positive change for federal workers.

11. On April 1, 2025, APHIS Administrator Mike Watson sent the following email to the

Local 2021 bargaining unit:

1 "SUBJECT: Notice of Exclusion from the Federal Service Labor-Management
2 Relations Statute (FSLMRS) and Accompanying Actions

3 On March 27, 2025, President Trump signed an executive order (EO) entitled
4 Exclusions from Federal Labor-Management Relations Programs (Exclusions). This
5 order invoked the President's authority under 5 U.S.C § 7103(b)(1) and 22 U.S.C. §
6 4103(b) to exempt agencies and agency subdivisions from the provisions of the
7 Federal Service Labor-Management Relations Statute and the Foreign Service Labor-
8 Management Relations Statute (individually and collectively, the FSLMRS). By
9 operation of 5 U.S.C. § 7103(b) and Exclusions, Animal and Plant Health Inspection
10 Service (APHIS) is no longer subject to the collective-bargaining requirements of
11 chapter 71 of part III, subpart F of title 5 (5 U.S.C. §§ 7101-7135).

12 Based on the EO and as of the date of this notice, APHIS no longer recognizes the
13 National Federation of Federal Employees (NFFE), Local 2021 as the exclusive
14 representative for employees referenced in the Federal Labor Relations Authority
15 (FLRA) certification dated April 14, 2021. As a result, the following actions are being
16 taken:

17 A. The collective bargaining agreement (CBA) between APHIS, Animal Care and
18 NFFE, Local 2021, dated August 26, 2024, and any other negotiated agreements
19 between these parties are no longer in effect. Agency, Departmental, and
20 governmentwide policies will govern employment-related matters for all APHIS
21 employees.

22 B. Official time pursuant to 5 U.S.C. 7103 et seq. will no longer be granted to or
23 recorded by employees who previously served as NFFE, Local 2021 union
24

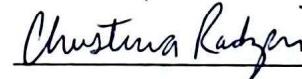
1 representatives under the CBA or other negotiated agreements. Effective Monday,
2 March 31, 2025, all such employees not in an approved leave status are to report to
3 work and perform duties consistent with their respective position of record or other
4 documented assignment, i.e., detail, temporary promotion, etc.

5 C. Union dues that were being withheld from employees' pay and transmitted to
6 NFFE, Local 2021 will be stopped in pay period 5.

7 D. Appropriate personnel actions will be processed to change the bargaining unit
8 status code on SF-50s and position descriptions to 8888, as APHIS employees are
9 excluded from coverage under the FSLMRS.

10 E. APHIS, Animal Care will no longer participate in ongoing and pending proceedings
11 regarding grievances or arbitrations under former negotiated grievance procedures, or
12 any other matters under the FSLMRS.”
13

14 I declare under penalty of perjury under the laws of the United States that the foregoing is
15 true and correct. Executed April 3, 2025, in Paxinos Pennsylvania
16

17 
18

19 Christina Radzai
20